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13

14 IN THE UNITED STATES DISTRICT COURT
15 FOR THE CENTRAL DISTRICT OF CALIFORNIA

16 UNITED STATES OF AMERICA,
17 Plaintiff,

CIV. NO.

18 a.

19 SHELL OIL COMPANY, et al.,
20

21 Defendants.
22

23 CHARNOCK SUB-BASIN MTBE CONTAMINATION SITE

24 CONSENT DECREE
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APPENDICES

Appendix A - Charnock Sub-Basin Investigation Area

Appendix B - Order for Preservation of Records, filed March 13, 2001, In re Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation (Master Docket No. 1:00-1898 (SAS), Southern District of New York.

1 I. BACKGROUND

2 A. Whereas the United States of America ("United States"),
3 on behalf of the Administrator of the United States Environmental
4 Protection Agency ("EPA") filed a complaint ("Complaint") in this
5 matter against Settling Defendants, as defined in Section IV of
6 this Consent Decree, pursuant to Section 9003(h)(6) of the
7 Resource Conservation and Recovery Act ("RCRA") (also referred to
8 as the Solid Waste Disposal Act), as amended, 42 U.S.C. §
9 6991b(h)(6));

10 B. Whereas the Complaint seeks reimbursement of Response
11 Costs incurred and to be incurred for Response Actions taken at
12 or in connection with the release or threatened release of methyl
13 tertiary-butyl ether ("MTBE") and other gasoline constituent
14 contamination into soil and groundwater at the Charnock Sub-Basin
15 MTBE Contamination Site in the City and County of Los Angeles,
16 California (hereinafter "the Site"), and other relief;

17 C. Whereas the Settling Defendants have signed a Settlement
18 Agreement with the City of Santa Monica, approved by the Superior
19 Court of Orange County, California on December 17, 2003
20 ("Treatment Plant SA"), committing to provide replacement water,
21 and to fund construction, operation and maintenance of a
22 treatment plant that will provide drinking water and over time
23 remediate the Regional Contamination associated with the Site;

24 D. Whereas EPA, in consultation with the California
25 Regional Water Quality Control Board, Los Angeles Region
26 ("Regional Board"), has determined that the treatment plant and
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1 parameters provided for in the Treatment Plant SA constitute a
2 protective response to the remaining Regional Contamination;

3 E. Whereas the Settling Defendants, as defined in Section
4 IV of this Consent Decree, do not admit any liability to
5 Plaintiff, or to any other person, arising out of the
6 transactions or occurrences alleged in the Complaint;

7 F. Whereas the United States and Settling Defendants agree,
8 and this Court by entering this Consent Decree finds, that this
9 Consent Decree has been negotiated by the Parties in good faith,
10 that settlement of this matter will avoid further prolonged and
11 complicated litigation between the Parties, and that this Consent
12 Decree is fair, reasonable, and in the public interest;

13 THEREFORE, with the consent of the Settling Defendants, it
14 is ORDERED, ADJUDGED, AND DECREED:

15
16 **II. JURISDICTION**

17 1. This Court has jurisdiction over the subject matter of
18 this action pursuant to 28 U.S.C. §§ 1331 and 1345 and Section
19 9003(h)(6) of RCRA, 42. U.S.C. § 6991b(h)(6). This Court also
20 has personal jurisdiction over Settling Defendants. Settling
21 Defendants consent to and shall not challenge entry of this
22 Consent Decree or this Court's jurisdiction to enter and enforce
23 this Consent Decree.

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1 by the Agencies in order to locate the sources of the MTBE
2 contamination at the City of Santa Monica's Charnock Wellfield.
3 See Appendix A.

4 d. "City" shall mean the City of Santa Monica, a city and a
5 water purveyor.

6 e. "Consent Decree" shall mean this Consent Decree and all
7 appendices attached hereto. In the event of conflict between
8 this Consent Decree and any Appendix, this Consent Decree shall
9 control.

10 f. "Days" shall mean calendar days, unless otherwise
11 specified. In computing any period of time under this Consent
12 Decree, where the last day would fall on a Saturday, Sunday, or
13 federal holiday, the period shall run until the close of business
14 of the next working day.

15 g. "DOJ" shall mean the United States Department of Justice
16 and any successor departments, agencies or instrumentalities.

17 h. "EPA" shall mean the United States Environmental
18 Protection Agency and any successor departments, agencies or
19 instrumentalities.

20 i. "Future Response Costs" shall mean Response Costs
21 incurred beginning on the day after this Consent Decree is
22 lodged.

23 j. "Groundwater" shall mean the subsurface water that fills
24 available openings in rock and/or soil materials such that they
25 may be considered saturated.

1 k. "Interest Rate" shall mean the annual rate established
2 by the Secretary of the Treasury pursuant to 31 U.S.C. Section
3 1317.

4 l. "Methyl Tertiary-Butyl Ether" or "MTBE" shall mean the
5 chemical whose CAS registry number is 1634-04-4, together with
6 its breakdown products, including but not limited to tertiary
7 butyl alcohol ("TBA").

8 m. "Paragraph" shall mean a portion of this Consent Decree
9 identified by an arabic numeral or an upper or lower case letter.

10 n. "Parties" shall mean the United States and the Settling
11 Defendants.

12 o. "Past Response Costs" shall mean costs expended by the
13 United States on Response Actions with respect to the Site from
14 1996 through the date of lodging of this Consent Decree.

15 p. "Plaintiff" shall mean the United States.

16 q. "RCRA" shall mean the Resource Conservation and Recovery
17 Act (also referred to as the Solid Waste Disposal Act), as
18 amended, 42 U.S.C. § 6901 et seq.

19 r. "Regional Board" shall mean the California Regional
20 Water Quality Control Board, Los Angeles Region.

21 s. "Regional Contamination" shall mean the MTBE and other
22 gasoline constituent contamination that has spread beyond Source
23 Sites into the sub-surface water-bearing zone that supplies
24 drinking water to the Charnock Well Field when the Charnock Well
25 Field is active and operational.

1 t. "Release(s)" shall mean discharge(s) or disposal as those
2 terms are used in RCRA.

3 u. "Response Actions" shall mean all the activities, including
4 taking and supervising cleanup and abatement actions, that have been
5 and will be determined by the Agencies to be necessary to address the
6 MTBE and other gasoline constituent contamination of the Charnock
7 Sub-Basin Investigation Area, as well as the obligations required to
8 be performed by the Settling Defendants pursuant to the Treatment
9 Plant SA.

10 v. "Response Costs" shall mean all costs, including but not
11 limited to direct and indirect costs, that the United States has
12 incurred or paid or will incur or pay at or in connection with the
13 Site, plus accrued Interest on all such costs.

14 w. "Responsible Parties" shall mean all parties with
15 responsibility for the Charnock Sub-Basin MTBE and other gasoline
16 constituent contamination.

17 x. "Section" shall mean a portion of this Consent Decree
18 identified by a Roman numeral.

19 y. "Settling Defendants" shall mean the following entities:
20 Shell Oil Company, Shell Oil Products Company LLC (as successor in
21 interest to Shell Oil Products Company), Equilon Enterprises LLC,
22 Shell Pipeline Company LP (for itself and as successor in interest to
23 Equilon Pipeline Company), TRM Company (formerly know as Texaco
24 Refining & Marketing Company), ChevronTexaco Corporation, Chevron USA
25 Inc., Exxon Mobil Corporation, Mobil Oil Corporation, ExxonMobil Oil
26 Corporation, Thrifty Oil Co. and Best California Gas, Ltd.

1 z. "Site" shall mean those areas within the Charnock Sub-
2 Basin Investigation Area that have been impacted by the release
3 or threatened release of MTBE and other gasoline constituent
4 contamination, consisting of both the Source Sites and the
5 Regional Contamination, as defined in this Consent Decree.

6 aa. "Source Sites" or "Source Site Facilities" shall mean
7 the individual service station properties within the Charnock
8 Sub-Basin Investigation Area from which MTBE and other gasoline
9 constituent contamination have been released and those areas in
10 close proximity to these service stations to which this
11 contamination has spread.

12 ab. "State" shall mean the State of California, including
13 its departments, agencies and instrumentalities.

14 ac. "Treatment Plant Settlement Agreement" shall mean the
15 settlement agreement between the City of Santa Monica and the
16 Settling Defendants filed with the Orange County Superior Court
17 of California on December 17, 2003 in City of Santa Monica v.
18 Shell Oil Company, et al., Civ. No. 01-CC-04331.

19 ad. "United States" shall mean the United States of
20 America, including its departments, agencies and
21 instrumentalities.

22
23 **V. PAYMENT OF RESPONSE COSTS AND OTHER REQUIREMENTS**

24 **4. Payment of Response Costs and Other Requirements.**

25 a. Within 30 (thirty) days of this Consent Decree,
26 Settling Defendants shall pay in Past Response Costs \$1,500,000
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1 (one million, five hundred thousand dollars), in accordance with
2 this Section V and payment instructions that will be provided to
3 Settling Defendants no later than 30 days after lodging of this
4 Consent Decree.

5 b. Defendants' payment(s) shall reference both the
6 name and civil number of this case, as well as the precise name
7 of each of the Settling Defendants. If any payment is received
8 after 5:00 p.m. Pacific (Standard or Daylight) Time, it shall be
9 credited on the next business day.

10 c. In addition to the payment of Past Response Costs,
11 as described above, Settling Defendants must comply with all
12 other requirements of this Consent Decree.

13
14 **VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE**

15 5. Interest on Late Payment. In the event that the payment
16 required by Section V (Payment of Response Costs and Other
17 Requirements) or any payment required by Section VI, Paragraph 6
18 (Stipulated Penalty), is not received when due, Interest shall
19 continue to accrue on the unpaid balance through the date of
20 payment.

21 6. Stipulated Penalty

22 a. If the payment required by Paragraph 4.a of this
23 Consent Decree is not paid in accordance with this Consent
24 Decree, Settling Defendants shall pay to the United States as a
25 stipulated penalty, in addition to the applicable Interest,

1 \$ 3,000 (three thousand dollars) for each day that such payment
2 is late, for the first thirty (30) days of such violation, plus
3 \$5,500 (five thousand five hundred dollars) for each day
4 thereafter.

5 b. Stipulated penalties are due and payable within 30
6 (thirty) days of the date of the demand for payment of the
7 penalties by the United States.

8 c. All penalties payable to the United States under
9 this Section shall be paid by certified or cashier's check(s) in
10 accordance with the payment instructions provided by DOJ in
11 Appendix C. The transmittal shall indicate that the payment is
12 for a stipulated penalty, and shall reference the case name and
13 number, and the name and address of the party(ies) making
14 payment. Copies of check(s) paid pursuant to this Section, and
15 any accompanying transmittal letter(s), shall be sent to the
16 United States as provided in Section XII (Notices and
17 Submissions).

18 7. If the United States brings an action to enforce this
19 Consent Decree, Settling Defendants against whom enforcement is
20 sought shall reimburse the United States for all direct and
21 indirect costs of such action, including but not limited to costs
22 of attorney time.

23 8. Payments made under the provisions of this Consent
24 Decree shall be in addition to any other remedies or sanctions
25 available to Plaintiff by virtue of Settling Defendants' failure
26 to comply with the requirements of this Consent Decree.

1 9. The obligations of Settling Defendants under this Consent
2 Decree to pay Past Response Costs are joint and several. In the
3 event of the failure of any one or more of the Settling
4 Defendants to meet the payment obligation of Paragraph 4, the
5 remaining Settling Defendants shall be responsible for such
6 payment. This Consent Decree shall not enlarge or diminish the
7 obligations of the Settling Defendants under the Treatment Plant
8 SA.

9 10. Notwithstanding any other provision of this Section,
10 the United States may, in its unreviewable discretion, waive
11 payment of any portion of any stipulated penalties that have
12 accrued pursuant to this Consent Decree.

13
14 **VII. COVENANT NOT TO SUE BY PLAINTIFFS**

15 11. Covenant Not to Sue by United States

16 a. Covenant Not to Sue by United States to Settling
17 Defendants for Past Response Costs. Except as specifically
18 provided in Paragraph 12 (Reservation of Rights by United
19 States), the United States covenants not to sue or take
20 administrative action against Settling Defendants pursuant to the
21 Section 9003(h)(6) of the Resource, Conservation and Recovery Act
22 ("RCRA"), 42 U.S.C. § 6991b(h)(6), with respect to the Past
23 Response Costs at the Site. This covenant not to sue shall take
24 effect upon receipt by the United States of the payment required
25 by Paragraph 4.a (Payment of Response Costs), including any
26 Interest and any Stipulated Penalty amounts. This covenant not

1 to sue extends only to Settling Defendants and does not extend to
2 any other person.

3 12. Reservation of Rights by United States

4 a. Reservation of Rights by United States Against
5 Settling Defendants. The covenants not to sue set forth in
6 Paragraph 11 do not pertain to any matters other than those
7 expressly specified therein. Notwithstanding any other provision
8 of this Consent Decree, the United States reserves, and this
9 Consent Decree is without prejudice to, all rights against
10 Settling Defendants, with respect to all other matters, including
11 but not limited to:

12 i. liability for failure to meet a requirement of
13 this Consent Decree;

14 ii. liability for releases of MTBE and other
15 gasoline constituent contamination after the date of lodging of
16 this Consent Decree;

17 iii. liability arising from any past, present, or
18 future treatment, storage, handling, transportation, or disposal,
19 of a solid waste or a hazardous waste, pollutant or contaminant
20 outside the Charnock Sub-Basin Investigation Area,

21 iv. liability for Future Response Costs;

22 v. criminal liability; and

23 vi. the authority of EPA to take or require
24 Response Actions with respect to Source Site Facilities in the
25 Charnock Sub-Basin.

VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

13. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Response Costs, Response Actions, the Site, or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement under any provision of law;

b. any claim arising out of Response Actions at the Site;

c. any claim against the United States relating to Response Costs or the Site;

d. any claim relating to the Equal Access to Justice Act; and

e. any claim asserting a "taking" or similar claim.

14. Except as set forth in this Section, the Settling Defendants reserve, and this Consent Decree is without prejudice to the Settling Defendants' rights to assert all available denials or defenses against any party in any future action, lawsuit or administrative proceeding brought against any of them relating in any way to the Site. Nothing in this Consent Decree shall be deemed to admit or imply the existence of any element of any claim or of any liability of any Settling Defendant under civil or criminal law, including without limitations all rights of action reserved by the United States hereunder. Nothing in

1 paragraph 13 shall be construed to bar Settling Defendants from
2 pleading the Consent Decree, including but not limited to the
3 Covenants not to Sue in Paragraph 11, as a defense to any action
4 filed by the United States.

5
6 **IX. EFFECT OF SETTLEMENT**

7 15. Nothing in this Consent Decree shall be construed to
8 create any rights in, or grant any cause of action to, any person
9 not a Party to this Consent Decree. Except as otherwise provided
10 in this Consent Decree, each of the Parties expressly reserves
11 any and all rights (including, but not limited to, any right to
12 contribution), defenses, claims, demands, and causes of action
13 that each Party may have with respect to any matter, transaction,
14 or occurrence relating in any way to the Site against any person
15 not a Party hereto.

16 16. The matters addressed in this Consent Decree are all
17 Past Response Costs incurred, at or in connection with the
18 Regional Contamination and Source Site contamination at the Site,
19 by the United States. The matters addressed in this Consent
20 Decree do not include those Response Costs, Response Actions and
21 other items as to which the United States has reserved its rights
22 under this Consent Decree.

23 17. In any subsequent administrative or judicial proceeding
24 initiated by the United States for injunctive relief, recovery of
25 Response Costs, or other relief relating to the Site, Settling
26 Defendants shall not assert, and may not maintain, any defense or
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1 claim based upon the principles of waiver, res judicata,
2 collateral estoppel, issue preclusion, claim-splitting, or other
3 defenses based upon any contention that the claims raised by the
4 United States in the subsequent proceeding were or should have
5 been brought in the instant case; provided, however, that nothing
6 in this Paragraph affects the enforceability of the Covenant Not
7 to Sue by Plaintiff set forth in Section VII.

8
9 **X. RETENTION OF RECORDS**

10 18. Until ten (10) years after the entry of this Consent
11 Decree, each Settling Defendant shall preserve and retain all
12 physical and electronic records and documents now in its
13 possession or control, or which come into its possession or
14 control, that relate in any manner to Response Actions taken at
15 the Site or the liability of any person for Response Actions
16 conducted and to be conducted at the Site, regardless of any
17 corporate, organizational, or individual retention policy to the
18 contrary.

19 With respect to electronic records, each Settling Defendants
20 may elect to comply with the record retention provision of this
21 Consent Decree by complying with the "Order for Preservation of
22 Records" filed March 13, 2001 in In re Methyl Tertiary Butyl
23 Ether ("MTBE") Products Liability Litigation (Master Docket No.
24 1:00-1898 (SAS), Southern District of New York) ("MDL 1358"),
25 provided as Appendix B, and any future modifications of that
26 order. Such compliance shall be deemed compliance with retention
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of electronic records under this Consent Decree, provided that, if the Order in MDL 1358 loses its binding effect before ten (10) years have elapsed from the entry of this Consent Decree, Settling Defendants shall cause the electronic data retained on the last day required by the Order in MDL 1358 to be saved until ten (10) years have passed from the entry of this Consent Decree.

Upon request to Settling Defendants, EPA shall have unlimited access to the all physical and electronic documents required to be retained under this paragraph throughout the record retention period referred to in this paragraph.

19. Following the termination of the record retention period identified in the preceding paragraph, Settling Defendants shall provide notice to EPA at least 60 days in advance of any planned disposal of the documents described in that paragraph, and must, upon request, arrange for transfer and delivery to EPA at a designated storage area all documents in their possession or control, or which come into their possession or control, that relate in any manner to Response Actions taken at the Site or the liability of any person for Response Actions conducted and to be conducted at the Site. If EPA requests delivery of the documents, Settling Defendants shall provide, prior to delivery, any electronic, searchable index to the documents, which shall be subject to EPA approval. After EPA approval of the index, Settling Defendants shall furnish the documents in new or refurbished boxes and deliver and unload the documents on a schedule and in accordance with procedures pre-approved by EPA.

1 20. All costs of document storage and transfer shall be
2 paid by Settling Defendants.
3

4 **XI. NOTICES AND SUBMISSIONS**

5 21. Whenever, under the terms of this Consent Decree,
6 notice is required to be given or a document is required to be
7 sent by one party to another, it shall be directed to the
8 individuals at the addresses specified below, unless those
9 individuals or their successors give notice of a change to the
10 other Parties in writing. Written notice as specified herein
11 shall constitute complete satisfaction of any written notice
12 requirement of the Consent Decree with respect to the United
13 States, EPA, DOJ, the State and Settling Defendants,
14 respectively.

15 As to the United States:

16 As to DOJ:

17 Chief
18 Environmental Enforcement Section
19 Environment and Natural Resources Division
20 U.S. Department of Justice
21 P. O. Box 7611
22 Washington, D.C. 20046-7611
23

24 As to EPA:

25 Laurie Williams (ORC-3)
26 Assistant Regional Counsel
27 Office of Regional Counsel, ORC-3
28 75 Hawthorne St.
San Francisco, CA 94105

1 As to the State:

2 Marilyn Levin
3 California Department of Justice
4 Office of the Attorney General
5 300 S. Spring Street, Suite 500
6 Los Angeles, CA 90013

7 As to the Regional Board:

8 Robert Sams
9 California Regional Water Quality Control Board,
10 Los Angeles Region
11 320 West 4th Street, Suite 200
12 Los Angeles, CA 90013

13 and

14 Jonathan Bishop, Executive Officer
15 California Regional Water Quality Control Board,
16 Los Angeles Region
17 320 West 4th Street, Suite 200
18 Los Angeles, CA 90013

19 As to Settling Defendants:

20 Tom Kearns
21 Senior Counsel
22 Shell Oil Company
23 P. O. Box 2463
24 Houston, TX 77002

25 Paul R. Truebenbach
26 ChevronTexaco Corporation
27 6101 Bollinger Canyon Road
28 San Ramon. CA 94583

Assistant General Counsel, Litigation
Attention: John Tully
Exxon Mobil Corporation
800 Bell St.
Houston, Texas 77002

Mark Gilmartin, Esq.
Counsel for Thrifty Oil Co.
and Best California Gas, Ltd.
233 Wilshire Blvd., Suite 350
Santa Monica, CA 90401

1 As to Settling Defendants continued:

2 Barry W. Berkett
3 Thrifty Oil Co. & Best California Gas, Ltd.
4 13116 Imperial Highway
5 Santa Fe Springs, CA 90670

6 **XII. RETENTION OF JURISDICTION**

7 22. This Court shall retain jurisdiction over this matter
8 for the purpose of interpreting and enforcing the terms of this
9 Consent Decree.

10 **XIII. INTEGRATION/APPENDICES**

11 23. This Consent Decree and its appendices constitute the
12 final, complete, and exclusive agreement and understanding among
13 the Parties with respect to the settlement embodied in this
14 Consent Decree. The Parties acknowledge that there are no
15 representations, agreements or understandings relating to the
16 settlement other than those expressly contained in this Consent
17 Decree.

18 24. The following appendices are attached to and
19 incorporated into this Consent Decree: Appendix A is a map of the
20 Charnock Sub-Basin Investigation Area; Appendix B is the "Order
21 for Preservation of Records," filed March 13, 2001, in the case
22 of In re Methyl Tertiary Butyl Ether ("MTBE") Products Liability
23 Litigation (Master Docket No. 1:00-1898 (SAS), Southern District
24 of New York.

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26. If for any reason this Court should decline to approve this Consent Decree in the form presented, this Consent Decree is voidable at the sole discretion of any Party and the terms of this Consent Decree may not be used as evidence in any litigation between the Parties.

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1 29. Each Party other than the United States hereby agrees
2 not to oppose entry of this Consent Decree by this Court or to
3 challenge any provision of this Consent Decree, unless the United
4 States has notified the other Settling Defendants in writing that
5 it no longer supports entry of the Consent Decree.

6 30. Each Party other than the United States shall identify,
7 on the attached signature page, the name and address of an agent
8 who is authorized to accept service of process by mail on behalf
9 of that Party with respect to all matters arising under or
10 relating to this Consent Decree. The Settling Defendants hereby
11 agree to accept service in that manner and to waive the formal
12 service requirements set forth in Rule 4 of the Federal Rules of
13 Civil Procedure and any applicable local rules of this Court,
14 including but not limited to service of a summons.

15
16 **XVII. FINAL JUDGMENT**

17 37. Upon approval and entry of this Consent Decree by the
18 Court, this Consent Decree shall constitute a final judgment
19 between and among the United States and the Settling Defendants.
20 The Court finds that there is no just reason for delay and
21 therefore enters this judgment as a final judgment under Fed. R.
22 Civ. P. 54 and 58.

23
24 SO ORDERED THIS _____ DAY OF _____, 2004.

25
26 _____
27 United States District Court Judge

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States v. Shell Oil Company, et al, relating to
3 the Charnock Sub-Basin MTBE Contamination Site.

4 FOR THE UNITED STATES OF AMERICA

5
6 Date: 1.25.05

7 _____
8 Thomas L. Sansonetti
9 Assistant Attorney General
10 Environment and Natural
11 Resources Division
12 U.S. Department of Justice
13 Washington, D.C. 20530

14
15 Date: _____

16 _____
17 Bradley O'Brien
18 Attorney
19 Environmental Enforcement Section
20 Environment and Natural Resources
21 Division
22 U.S. Department of Justice
23 P.O. Box 7611
24 Washington, DC 20044-7611
25
26
27
28

1 THE UNDERSIGNED PARTIES approve entry of this Consent Decree in
2 the matter of United States v. Shell Oil Company, et al, relating
3 to the Charnock Sub-Basin MTBE Contamination Site, on behalf of
4 EPA Region IX.

5
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7
8 FOR THE UNITED STATES OF AMERICA
9 EPA Region IX
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15 Date: 9/30/04

16 Wayne Nastri,
17 Regional Administrator,
18 U.S. Environmental Protection
19 Agency, Region IX
20 75 Hawthorne St.
21 San Francisco, CA 94105

22 Date: 9/30/04

23 Jeff Scott, Director
24 Waste Management Division,
25 U.S. Environmental Protection
26 Agency, Region IX
27 75 Hawthorne St.
28 San Francisco, CA 94105

29 Date: 9/28/04

30 Laurie Williams
31 Assistant Regional Counsel
32 U.S. Environmental Protection
33 Agency, Region IX
34 75 Hawthorne St.
35 San Francisco, CA 94105

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
3 al, relating to the Charnock Sub-Basin MTBE Contamination Site.

4 FOR SETTLING DEFENDANT

5 NAME OF SETTLING DEFENDANT:

6 SHELL OIL COMPANY

7 Date: 10/11/04

8 (Signature) U

9 Name, Title & Address of Signatory:

10 C.A. LAMBOLEY
11 VICE PRESIDENT

12 P.O. Box 2463

13 HOUSTON, TX 77252-2463

14 Agent Authorized to Accept Service on Behalf of Above-signed
15 Party:

16 Name: THOMAS W. KEARNS

17 Title: SENIOR COUNSEL

18 Address: P.O. Box 2463
19 HOUSTON, TX 77252-2463

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
3 al, relating to the Charnock Sub-Basin MTBE Contamination Site.

4 FOR SETTLING DEFENDANT

5 NAME OF SETTLING DEFENDANT:

6 SHELL OIL PRODUCTS COMPANY LLC

7 Date: 10/8/04

8 (Signature) _____

9 Name, Title & Address of Signatory:

10 DAVID A. SEXTON
11 VICE PRESIDENT

12 P.O. Box 2463

13 HOUSTON, TX 77252-2463

14 Agent Authorized to Accept Service on Behalf of Above-signed
15 Party:

16 Name: THOMAS W. KEARNS

17 Title: SENIOR COUNSEL

18 Address: P.O. Box 2463

19 HOUSTON, TX 77252-2463

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
3 al, relating to the Charnock Sub-Basin MTBE Contamination Site.

4 FOR SETTLING DEFENDANT

5 NAME OF SETTLING DEFENDANT:

6 EQUILON ENTERPRISES LLC

7 Date: 10/8/04

(Signature)

8 Name, Title & Address of Signatory:

9 DAVID A. SEXTON

10 VICE PRESIDENT

11 P.O. Box 2463

12 HOUSTON, TX 77252-2463

13 Agent Authorized to Accept Service on Behalf of Above-signed
14 Party:

15 Name: THOMAS W. KEARNS

16 Title: SENIOR COUNSEL

17 Address: P.O. Box 2463

18 HOUSTON, TX 77252-2463

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
3 al, relating to the Charnock Sub-Basin MTBE Contamination Site.

4 FOR SETTLING DEFENDANT

5 NAME OF SETTLING DEFENDANT:

6 SHELL PIPELINE COMPANY LP

7 Date: 10/11/04

8 (Signature)

9 Name, Title & Address of Signatory:

10 JOHN H. HOLLOWELL

11 DIRECTOR & GENERAL PARTNER

12 P.O. Box 2463

13 HOUSTON, TX 77252-2463

14 Agent Authorized to Accept Service on Behalf of Above-signed
15 Party:

16 Name: THOMAS W. KEARDS

17 Title: SENIOR COUNSEL

18 Address: P.O. Box 2463

19 HOUSTON, TX 77252-2463

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
3 al, relating to the Charnock Sub-Basin MTBE Contamination Site.

4 FOR SETTLING DEFENDANT

5 NAME OF SETTLING DEFENDANT:

6 TRM Company

7 Date: 10/8/04

8 (Signature) [Signature]

9 Name, Title & Address of Signatory:

10 DAVID A. SEXTON
11 VICE PRESIDENT

12 P.O. Box 2463

13 HOUSTON, TX 77252-2463

14 Agent Authorized to Accept Service on Behalf of Above-signed
15 Party:

16 Name: THOMAS W. KEARNS

17 Title: SENIOR COUNSEL

18 Address: P.O. Box 2463

19 HOUSTON, TX 77252-2463

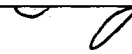
1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
3 al, relating to the Charnock Sub-Basin MTBE Contamination Site.

4 FOR SETTLING DEFENDANT

5 NAME OF SETTLING DEFENDANT:

6 CHEVRONTXACO CORPORATION

7 Date: 9-28-04

8 (Signature) 

9 Name, Title & Address of Signatory:

10 Walker C. Taylor, Assistant Secretary
11 6001 Bollinger Canyon Road, San Ramon
12 CA 94583

13 Agent Authorized to Accept Service on Behalf of Above-signed
14 Party:

15 Name: Corporation Service Company

16 Title: _____

17 Address: Suite 100, 2730 Gateway Oaks Drive
18 Sacramento, CA 95833

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
3 al, relating to the Charnock Sub-Basin MTBE Contamination Site.

4 FOR SETTLING DEFENDANT

5 NAME OF SETTLING DEFENDANT:

6 CHEVRON USA INC.

7 Date: 9-28-04

8 (Signature) T

9 Name, Title & Address of Signatory:

10 Kimberly C. Schafer, Assistant Secretary
11 6001 Bollinger Canyon Road, San Ramon
12 CA 94583

13 Agent Authorized to Accept Service on Behalf of Above-signed
14 Party:

15 Name: Corporation Service Company

16 Title: _____

17 Address: Suite 100, 2730 Gateway Oaks Drive
18 Sacramento, CA 95833

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
3 al, relating to the Charnock Sub-Basin MTBE Contamination Site.

4 FOR SETTLING DEFENDANT

5 NAME OF SETTLING DEFENDANT:

6 EXXON MOBIL CORPORATION

7 Date: 9/29/04

8 (Signature)

9 Name, Title & Address of Signatory:

10 H. R. Cramer

11 Vice President

12 3225 Gallows Road
13 Fairfax, VA 22152

14 Agent Authorized to Accept Service on Behalf of Above-signed
15 Party:

16 Name: Jack S. Balagia

17 Title: Assistant General Counsel, Litigation

18 Address: 800 Bell Street

19 Houston, TX 77252-2180

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
3 al, relating to the Charnock Sub-Basin MTBE Contamination Site.

4 FOR SETTLING DEFENDANT

5 NAME OF SETTLING DEFENDANT:

6 MOBIL OIL CORPORATION
Now known as ExxonMobil Oil Corporation

7 Date: 9/29/04

(Signature)

8 Name, Title & Address of Signatory:

9 H. R. Cramer

10 Vice President

11 3225 Gallows Road
Fairfax, VA 22152

12 Agent Authorized to Accept Service on Behalf of Above-signed
13 Party:

14 Name: Jack S. Balagia

15 Title: Assistant General Counsel, Litigation

16 Address: 800 Bell Street

17 Houston, TX 77252-2180

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
3 al, relating to the Charnock Sub-Basin MTBE Contamination Site.

4 FOR SETTLING DEFENDANT

5 NAME OF SETTLING DEFENDANT:

6 EXXONMOBIL OIL CORPORATION

7 Date: 9/29/04

8 (Signature)

9 Name, Title & Address of Signatory:

10 H. R. Cramer

11 Vice President

12 3225 Gallows Road

13 Fairfax, VA 22152

14 Agent Authorized to Accept Service on Behalf of Above-signed
15 Party:

16 Name: Jack S. Balagia

17 Title: Vice President

18 Address: 800 Bell Street

19 Houston, TX 77252-2180

THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent Decree in the matter of United States v. Shell Oil Company, et al, relating to the Charnock Sub-Basin MTBE Contamination Site.

FOR SETTLING DEFENDANT

NAME OF SETTLING DEFENDANT:

THRIFTY OIL CO.

Date:

9/27/04

(Signature)

Name, Title & Address of Signatory:

BARRY BERKEIT

EVELINE VP

13116 IMPERIAL HAV, SANTA FE SPRINGS
90870

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name :

BARRY BERKETT

Title:

AGENT / EXECUTIVE VICE PRESIDENT

Address:

13116 IMPERIAL HWY

SANTA FE SPRINGS 90670

1 THE UNDERSIGNED SETTLING DEFENDANT enters into this Consent
2 Decree in the matter of United States v. Shell Oil Company, et
3 al, relating to the Charnock Sub-Basin MTBE Contamination Site.

4 FOR SETTLING DEFENDANT

5 NAME OF SETTLING DEFENDANT:

6 BEST CALIFORNIA GAS, LTD.

7 Date:

9/27/04

8 [Signature]
(Signature)

9 Name, Title & Address of Signatory:

10 BARRY BERKETT

11 MANAGING AGENT

12 13116 IMPERIAL HWY, SANTA FE SPRINGS,

13 Agent Authorized to Accept Service on Behalf of Above-signed ^{CA 90670}
14 Party:

15 Name:

BARRY BERKETT

16 Title:

MANAGING AGENT

17 Address:

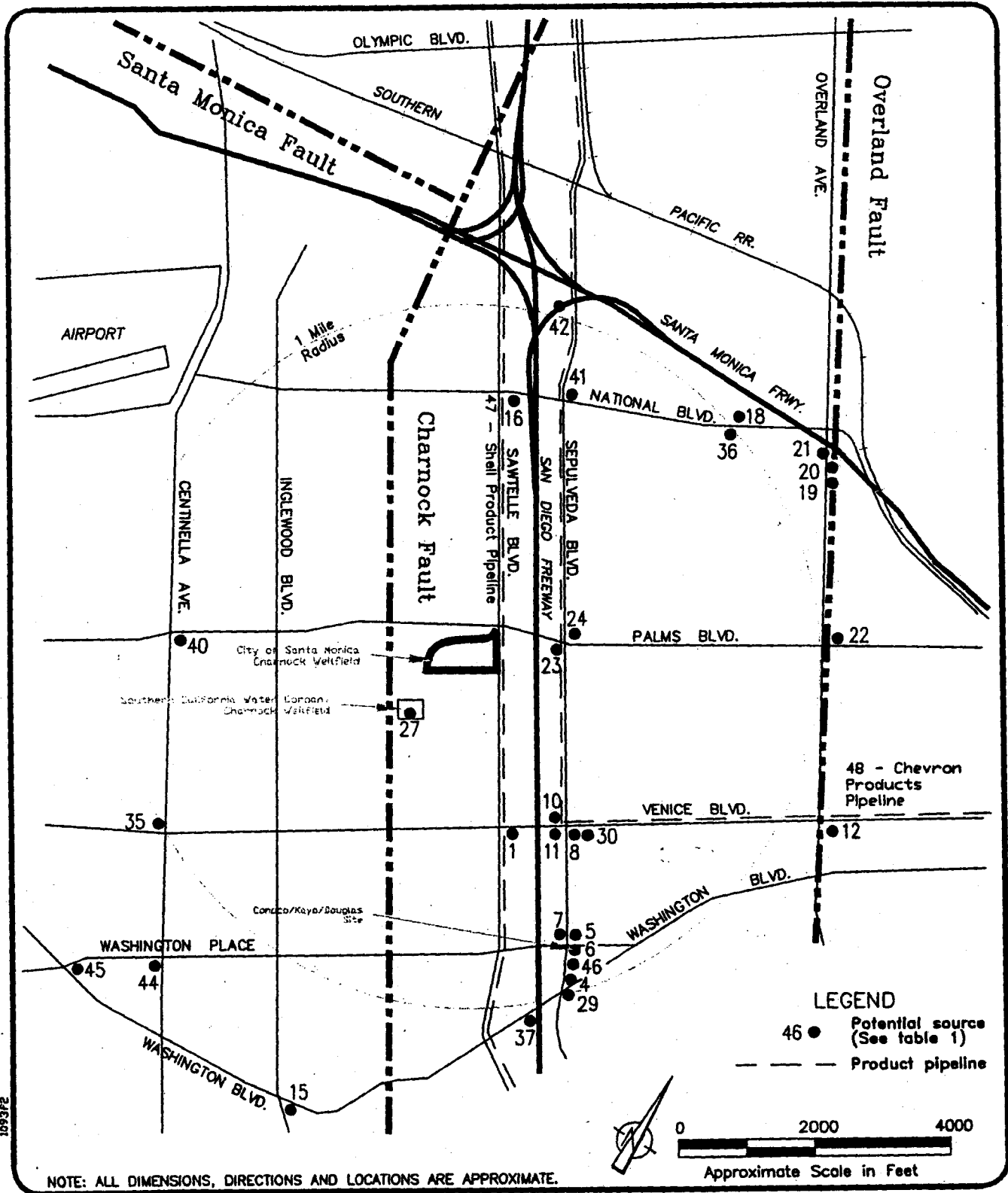
13116 IMPERIAL Highway

SANTA FE SPRINGS, CA

90670

ATTACHMENT A

CHARNOCK SUB-BASIN INVESTIGATION AREA



NOTE: ALL DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE.

Los Angeles
Regional Water
Quality Control
Board / U.S.
Environmental
Protection Agency



SITE PLAN

CHARNOCK WELL FIELD VICINITY
SHOWING PRP REGION AND
LOCATION OF POTENTIAL SOURCES
SANTA MONICA, CALIFORNIA

PROJECT NO.

DATE

FIGURE

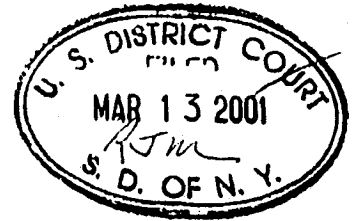
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ATTACHMENT B

ORDER FOR PRESERVATION
OF RECORDS, March 13, 2001
Multidistrict Litigation (“MDL”) No. 1358

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



-----X
In re: Methyl Tertiary Butyl Ether :
("MTBE") Products Liability Litigation :

9
: M21-88.
: MDL No. 1358
: Master File
: C.A. No. 1:00-1898(SAS)

This Document Relates To: All Cases
:-----X

SHIRA A. SCHEINDLIN, U.S.D.J.:

ORDER FOR PRESERVATION OF RECORDS

IT IS HEREBY ORDERED:

A. Definitions

"Document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Federal Rule of Civil Procedure 34(a), as construed by the caselaw in this Circuit, including, without limitation, electronic or computerized data.

A nonidentical copy is a separate document within the meaning of this term

B. Scope

1. This Order pertains only to documents in the possession, custody or control of a party, generated after January 1, 1976, that are relevant to class certification, or any claim or defense at issue in any case consolidated under MDL 1358. Relevant documents need not be admissible at trial if the document appears reasonably calculated to lead to the discovery of admissible evidence. Any document described or referred to in

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MAR 13 2001

any discovery request or response made during this litigation shall, from the time of the request or response, be treated for purposes of this Order as containing such information unless and until the Court rules such information to be irrelevant.

2. The persons subject to this Order shall be all parties and attorneys in any action consolidated herein, as well as their respective officers, agents, and employees, and all persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise ("Subject Persons").

3. However, this Order shall not cover employees who not in the possession, custody or control of relevant documents other than as recipients of duplicate copies of relevant documents. A party shall designate such excluded employees by location and title within twenty (20) days of this Order. Such designation can be done by category grouping, e.g., employees in the accounting department in Houston, Texas." This designation list shall be promptly served on all other parties. Any other party may dispute such designations within twenty (20) days of receipt of the designation list.

C. Preservation

1. During the pendency of this litigation and for thirty (30) days after entry of a final order closing all cases, all Subject Persons are restrained and enjoined from altering,

destroying or permitting the destruction of any document within scope of this Order that is in the possession, custody or control of a party, wherever the document is located.

2. The injunction set forth in section C.1 hereof shall not preclude the movement or change of location of any document within the scope of this Order, provided, that such document or an identical copy thereof remains in the possession, custody or control of a party and can be produced in response to a proper discovery request in this litigation.

3. Counsel are directed to confer to resolve questions as to what documents are outside the scope of this order or otherwise need not be preserved and as to an earlier date for permissible destruction of particular categories of documents. If counsel are unable to agree, any party may apply to the Court for clarification or relief from this Order upon reasonable notice. A party which, within forty-five (45) days after receiving written notice from another party that specified documents will be destroyed, lost, or otherwise altered pursuant to routine policies and programs, fails to indicate in writing its objection shall be deemed to have agreed to such destruction.

D. Exemptions

1. Multiple identical copies of a document, including photocopies and electronically-stored data, are not covered by order so long as (i) the original document or an identical

copy thereof remains in the possession, custody or control of a party; and (ii) a record is kept identifying all locations in which the document has been found

2. Notwithstanding any other provision of this Order, Subject Persons may generate documents in the future without preserving dictation, drafts, interim versions, or other temporary compilations of information that would not be preserved in the ordinary course of business. Nothing herein prohibits the continued routine operation of each party's computer systems, including systematic erasures and write-overs. However, all hard-copy drafts, interim versions, or other temporary compilations, of relevant documents existing as of the date of this Order must be preserved. If such material exists only in electronic format, it must also be preserved.

3. Computer-stored documents within the scope of this Order, including e-mail, other than those that also exist in hard-copy, must not be destroyed if, as of the date of this Order, such documents are retrievable.

4. All defendants must maintain their electronic "site specific" materials, whether or not a hard copy file exists, without regard to the state or states in which a defendant is now sued.

5. This Order shall not cover briefs, motions, legal or factual memoranda, notes or other similar materials created in

anticipation of or during the course of any litigation concerning MTBE contamination by any attorney, law firm or corporate legal department representing any party to any case in this proceeding. Scientific or medical studies, whether conducted in anticipation of litigation or not, shall not be subject to the exemption of this paragraph.

E. Implementation

1 Liaison counsel shall deliver a copy of this Order to counsel for all parties of record. Thereupon, counsel for each plaintiff or defendant shall provide written notice of this Order to each corporate or individual client whom counsel now or hereafter represents in any case which becomes part of these proceedings. Such notice shall include a copy of this Order.

2. Each party will, within ten (10) days after receiving this Order, designate an individual who shall be responsible for ensuring that the party carries out the requirements of this Order.

F. Discoverability and Admissibility

Nothing in this Order shall be construed to affect the discoverability or admissibility of any document within the scope of this Order.

DATED thi 8 day of May, 2001

SHIRA A. SCHEINDLIN
U.S.